

CONTRACT



WCAU
10 Monument Road
Bala Cynwyd, PA 19004
(610) 668-5510

www.nbcphiladelphia.com

And:

SRCPMEDIA
201 NORTH UNION STREET
SUITE 200
ALEXANDRIA, VA 22314

<u>Contract / Revision</u> 343103 /		<u>Alt Order #</u> WOC10036031
<u>Product</u> Tue-Mon week		
<u>Contract Dates</u> 10/23/12 - 11/06/12	<u>Estimate #</u> 325	
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 10/19/12 / 11/05/12
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> WCAU	<u>Account Executive</u> Aaron Zeligson	<u>Sales Office</u> Philadelphia NS
<u>Special Handling</u>		
<u>Demographic</u> RA35+		
<u>IDB#</u>	<u>Advertiser Code</u> 11	<u>Product Code</u> 15
<u>Agency Ref</u> 66695		<u>Advertiser Ref</u> 27415

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	WCAU	10/23/12	10/26/12	5A-6A M-F NBC10 NEWS 5A	5A-6A M-F		:30			NM	9	\$1,800.00
	LUR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	- TWTF - -				9	\$200.00			
N 2	WCAU	10/23/12	10/29/12	6A-7A M-F	6A-7A M-F		:30			NM	10	\$6,000.00
	LUR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	MTWTF - -				10	\$600.00			
N 3	WCAU	10/23/12	10/29/12	7A-9A TODAY SHOW	7A-9A M-F		:30			NM	10	\$15,000.00
	CDR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	MTWTF - -				10	\$1,500.00			
N 4	WCAU	10/23/12	10/27/12	7A-9A SATURDAY	7A-9A SA		:30			NM	4	\$2,200.00
	LUR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/22/12	10/28/12	-----S-				4	\$550.00			
N 5	WCAU	10/23/12	10/28/12	6A-8A SUNDAY	6A-8A SU		:30			NM	4	\$700.00
	LUR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/22/12	10/28/12	-----S				4	\$175.00			
N 6	WCAU	10/23/12	10/29/12	9A-10A TODAY SHOW 2	9A-10A M-F		:30			NM	10	\$2,750.00
	LUR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	MTWTF - -				10	\$275.00			
N 7	WCAU	10/23/12	10/28/12	8-10A SUNDAY	758A-956A SUNDAY		:30			NM	4	\$2,100.00
	LUR											

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FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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<u>Contract / Revision</u> 343103 /		<u>Alt Order #</u> WOC10036031
<u>Contract Dates</u> 10/23/12 - 11/06/12	<u>Product</u> Tue-Mon week	<u>Estimate #</u> 325
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 10/19/12 / 11/05/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/22/12	10/28/12	-----S				4	\$525.00			
N 8	WCAU	10/23/12	10/29/12	10A-11A TODAY SHOW 3	10A-11A M-F		:30			NM	10	\$4,250.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/23/12	10/29/12	MTWTF--				10	\$425.00			
N 9	WCAU	10/23/12	10/26/12	3P-4P M-F ELLEN	3P-4P M-F		:30			NM	8	\$6,000.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/23/12	10/29/12	-TWTF--				8	\$750.00			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
	4	WCAU	10/23/12-10/29/12	3P-4P M-F ELLEN	3P-4P M-F	-TuWThF----	:30		\$750.00	NM		
	See MG 9.11											
	DNA-SEVERE WX COVERAGE											
	11	WCAU	11/02/12-11/02/12	3P-4P M-F ELLEN	3P-4P M-F	-----F----	:30		\$750.00	NM		
	Ⓜ See MG 9.12											
	PREEMPT											
	12	WCAU	11/02/12-11/02/12	TONIGHT SHOW W/JAY LEM	1135P-107A	-----F----	:30		\$750.00	NM		
	Ⓜ MG for 9.11 11/02											
N 10	WCAU	10/23/12	10/29/12	4P-5P NBC10 NEWS	4-5P M-F		:30			NM	11	\$7,350.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/23/12	10/29/12	MTWTF--				10	\$650.00			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
	4	WCAU	10/23/12-10/29/12	4P-5P NBC10 NEWS	4-5P M-F	MTuWThF----	:30		\$650.00	NM		
	See MG 10.11, 10.12											
	PREEMPT-RAN OUT OF TIME PERIOD											
	11	WCAU	10/23/12-10/29/12	5-6P NBC10 NEWS @ 5	M-F5-6P M-F	MTuWThF----	:30		\$650.00	NM		
	Ⓜ MG for 10.4, 11.4											
	12	WCAU	10/23/12-10/29/12	5-6P NBC10 NEWS @ 5	M-F5-6P M-F	-TuWThF----	:30		\$850.00	NM		
	Ⓜ MG for 10.4, 11.4											
N 11	WCAU	10/23/12	10/26/12	5-6P NBC10 NEWS @ 5	M-F5-6P M-F		:30			NM	7	\$5,950.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/23/12	10/29/12	-TWTF--				8	\$850.00			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
	4	WCAU	10/23/12-10/29/12	5-6P NBC10 NEWS @ 5	M-F5-6P M-F	-TuWThF----	:30		\$850.00	NM		
	See MG 10.11, 10.12											
	PREEMPT-RAN OUT OF TIME PERIOD											
N 12	WCAU	10/23/12	10/29/12	6P-630P NBC10 NEWS	6P-630P M-F		:30			NM	8	\$5,725.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/23/12	10/29/12	MTWTF--				5	\$1,150.00			

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FOR NBC & TELEMUNDO STATION CONTRACTS:

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FOR NBCE CONTRACTS:

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<u>Contract / Revision</u> 343103 /		<u>Alt Order #</u> WOC10036031
<u>Contract Dates</u> 10/23/12 - 11/06/12	<u>Product</u> Tue-Mon week	<u>Estimate #</u> 325
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 10/19/12 / 11/05/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
	5	WCAU	10/23/12-10/29/12	6P-630P NBC10 NEWS	6P-630P M-F	MTuWThF----	:30		\$1,150.00	NM		
			See MG 12.6 DNA-SEVERE WX COVERAGE									
	6	WCAU	11/01/12-11/01/12	6P-630P NBC10 NEWS	6P-630P M-F	----Th-----	:30		\$1,150.00	NM		
			See MG 12.7 NA-NOT AVAILABLE									
	7	WCAU	11/03/12-11/03/12	7-8P NBC10 NEWS AT 7P	7P-8P	-----Sa--	:30		\$1,150.00	NM		
			See MG 12.8, 12.9, 12.10 DNA-SPORTS OVERRUN									
	8	WCAU	11/05/12-11/05/12	VARIOUS/ OVERNIGHT	2a-5a M-SU	M-----	:30		\$25.00	NM		
			Credited PREEMPT-DUE INVENTORY									
	9	WCAU	11/05/12-11/05/12	TONIGHT SHOW W/JAY LEI	1135P-1237A	M-----	:30		\$750.00	NM		
			See MG 12.11, 12.12, 12.13 NA-NOT AVAILABLE									
	10	WCAU	11/05/12-11/05/12	JIMMY FALLON SHOW	1237A-136A	M-----	:30		\$375.00	NM		
			MG for 12.7 11/03									
	11	WCAU	11/05/12-11/05/12	430-5A NBC10 NEWS @ 430	430A-5A	M-----	:30		\$75.00	NM		
			MG for 12.9 11/05									
	12	WCAU	11/06/12-11/06/12	10A-11A TODAY SHOW 3	10A-11A M-F	-Tu-----	:30		\$425.00	NM		
			MG for 12.9 11/05									
	13	WCAU	11/06/12-11/06/12	11A-12P NBC10 NEWS@11	11A-12P	-Tu-----	:30		\$250.00	NM		
			MG for 12.9 11/05									
N 13	WCAU	10/23/12	10/28/12	6P-630P SA/SU	6P-630P SA/SU		:30			NM	2	\$1,700.00
		CDR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/22/12	10/28/12	-----SS				2	\$850.00			
N 14	WCAU	10/23/12	10/29/12	7P-730P M-F	7P-730P M-F		:30			NM	5	\$5,750.00
		CDR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	MTWTF--				5	\$1,150.00			
		<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>	<u>Rate</u>	<u>Type</u>		
	4	WCAU	10/23/12-10/29/12	7P-730P M-F	7P-730P M-F	MTuWThF----	:30		\$1,150.00	NM		
			See MG 14.6 PREEMPT-PROGRAM CHANGE									
	6	WCAU	10/23/12-10/29/12	5A-5A ALL DAY STORM CO	5A-5A	MTuWThFSaSu	:30		\$1,150.00	NM		
			MG for 14.4 10/26									
N 15	WCAU	10/23/12	10/26/12	730P-8P M-F	730P-8P M-F		:30			NM	4	\$3,100.00
		LUR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	-TWTF--				4	\$775.00			

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<u>Contract / Revision</u> 343103 /		<u>Alt Order #</u> WOC10036031
<u>Contract Dates</u> 10/23/12 - 11/06/12	<u>Product</u> Tue-Mon week	<u>Estimate #</u> 325
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 10/19/12 / 11/05/12

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<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> <u>Spot</u> <u>Ch</u> <u>Date Range</u> <u>Description</u> <u>Start/End Time</u> <u>Weekdays</u> <u>Length</u> <u>Rate</u> <u>Type</u>												
2	WCAU	10/23/12-10/29/12		730P-8P M-F	730P-8P M-F	-TuWThF----	:30		\$775.00	NM		
See MG 15.6												
PREEMPT-PROGRAM CHANGE												
6	WCAU	10/23/12-10/29/12		5A-5A ALL DAY STORM CO	5A-5A	MTuWThFSaSu	:30		\$775.00	NM		
(M) MG for 15.2 10/26												
N 16	WCAU	10/23/12	10/29/12	11-1135P M-F LATE NEWS	11P-1135P		:30			NM	6	\$14,400.00
CDR												
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 10/23/12 10/29/12 MTWTF-- 6 \$2,400.00												
N 17	WCAU	10/28/12	10/28/12	NFL LATE NEWS	11P-1205A		:30			NM	1	\$1,800.00
LUR												
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 10/22/12 10/28/12 -----S 1 \$1,800.00												
<u>Spot</u> <u>Ch</u> <u>Date Range</u> <u>Description</u> <u>Start/End Time</u> <u>Weekdays</u> <u>Length</u> <u>Rate</u> <u>Type</u> 1 WCAU 10/22/12-10/28/12 NFL LATE NEWS 11P-1205A -----Su :30 \$1,800.00 NM See MG 17.2 PREEMPT-RAN LATE DUE SPORTS 2 WCAU 10/22/12-10/28/12 NFL LATE NEWS 11P-145A -----Su :30 \$1,800.00 NM (M) MG for 17.1 10/28												
N 18	WCAU	10/23/12	10/29/12	TONIGHT SHOW W/JAY LE	1135P-107A		:30			NM	10	\$7,500.00
CDR												
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 10/23/12 10/29/12 MTWTF-- 10 \$750.00												
N 19	WCAU	10/23/12	10/23/12	8-9P TUE THE VOICE	8P-9P		:30			NM	1	\$3,000.00
LUR												
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 10/22/12 10/28/12 -T----- 1 \$3,000.00												
N 20	WCAU	10/29/12	10/29/12	5A-6A M-F NBC10 NEWS	5A-6A M-F		:30			NM	2	\$350.00
LUR												
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 10/23/12 10/29/12 M----- 2 \$175.00												
N 21	WCAU	10/29/12	10/29/12	3P-4P M-F ELLEN	3P-4P M-F		:30			NM	4	\$1,550.00
CDR												
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 10/23/12 10/29/12 M----- 2 \$775.00												

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FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



WCAU
10 Monument Road
Bala Cynwyd, PA 19004
(610) 668-5510

www.nbcphiladelphia.com

<u>Contract / Revision</u> 343103 /		<u>Alt Order #</u> WOC10036031
<u>Contract Dates</u> 10/23/12 - 11/06/12	<u>Product</u> Tue-Mon week	<u>Estimate #</u> 325
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 10/19/12 / 11/05/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
	1	WCAU	10/23/12-10/29/12	3P-4P M-F ELLEN	3P-4P M-F	M-----	:30		\$775.00	NM		
			See MG 21.3,21.4,21.5,21.6 DNA-SEVERE WX COVERAGE									
	2	WCAU	10/23/12-10/29/12	3P-4P M-F ELLEN	3P-4P M-F	M-----	:30		\$775.00	NM		
			See MG 21.3,21.4,21.5,21.6 DNA-SEVERE WX COVERAGE									
	3	WCAU	10/31/12-11/02/12	6A-7A M-F	6A-7A M-F	---WThF---	:30		\$600.00	NM		
	Ⓜ	MG for 21.2,21.1										
	4	WCAU	10/31/12-11/02/12	6A-7A M-F	6A-7A M-F	---WThF---	:30		\$600.00	NM		
	Ⓜ	MG for 21.2,21.1										
	5	WCAU	10/31/12-11/02/12	5A-6A M-F NBC10 NEWS 5A	5A-6A M-F	---WThF---	:30		\$175.00	NM		
	Ⓜ	MG for 21.2,21.1										
	6	WCAU	10/31/12-11/02/12	5A-6A M-F NBC10 NEWS 5A	5A-6A M-F	---WThF---	:30		\$175.00	NM		
	Ⓜ	MG for 21.2,21.1										
N 22	WCAU	10/29/12	10/29/12	5-6P NBC10 NEWS @ 5	M-F 5-6P M-F		:30			NM	2	\$1,900.00
	CDR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	M-----				2	\$950.00			
D 23	WCAU	10/27/12	10/27/12	7A-9A SATURDAY	7A-9A SA	-----S-	:30	4	\$550.00	NM	0	\$0.00
	LUR											
D 24	WCAU	10/28/12	10/28/12	6A-8A SUNDAY	6A-8A SU	-----S	:30	4	\$175.00	NM	0	\$0.00
	LUR											
D 25	WCAU	10/28/12	10/28/12	8-10A SUNDAY	758A-956A SUNDAY	-----S	:30	4	\$525.00	NM	0	\$0.00
	LUR											
N 26	WCAU	10/29/12	10/29/12	730P-8P M-F	730P-8P M-F		:30			NM	1	\$900.00
	LUR											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	10/23/12	10/29/12	M-----				1	\$900.00			
Totals											133	\$101,775.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 - 10/28/12	103	\$79,700.00	\$67,745.00
10/29/12 - 11/06/12	30	\$22,075.00	\$18,763.75
Totals	133	\$101,775.00	\$86,508.75

Signature: _____ Date: _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

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FOR NBCE CONTRACTS:

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